

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B3400117

PRINT DATE: 08/17/12

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1354603747  
CLEAN ENERGY DBA CLEAN ENERGY CORP  
3020 OLD RANCH PARKWAY STE 400

SEAL BEACH, CA 90740  
(562 ) 493-2804

### REFER QUESTIONS TO:

JOSEPH E PALECHEK  
(410 ) 767-3207  
JOSEPH.PALECHEK@DGS.STATE.MD.US

**ITB:** DGSR3590027

**EXPR DATE:** 08/20/17  
**POST DATE:** 08/17/12

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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=====  
STATEWIDE CONTRACT  
FOR  
COMPRESSED NATURAL GAS (CNG)  
=====

THE PRICING FOR THIS CONTRACT SHALL BE BASED ON THE CONTRACTOR'S FIXED COMPRESSION FEE PLUS MONTHLY CNG PRICE PER GGE. SEE "COMPRESSED NATURAL GAS SUPPLY BWI-CNG FUELING FACILITY CONTRACT" FOR DETAILS.

CONTRACTORS COMPRESSION FEE IS SUBJECT TO INCREASE AT THE BEGINNING OF EACH CALENDAR YEAR OF THE CONTRACT.

CONTRACTOR'S COMPRESSION FEE: \$0.63/GGE

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LINE #	STATE ITEM ID	U/M	UNIT COST
0001	40586	GL	.6300

NATURAL GAS

PROVIDE COMPRESSED NATURAL GAS (CNG) TO THE USERS AT THE BWI-CNG FUELING FACILITY LOCATED AT 131 AARONSON BLVD., BWI AIRPORT MARYLAND 21240, UPON THE USERS EXECUTION OF A CLEAN ENERGY FUEL CARD AGREEMENT. THE CONTRACT SHALL REMAIN IN EFFECT FOR FIVE (5) YEARS, BEGINNING AUGUST 15, 2012 THROUGH AUGUST 14, 2017. IN ACCORDANCE WITH THE COMPRESSED NATURAL GAS SUPPLY BWI-CNG FUELING FACILITY CONTRACT.

THE STATE, IN ITS SOLE DISCRETION, SHALL HAVE THE RIGHT TO EXTEND THE CONTRACT TERM, FOR UP TO THREE (3) ADDITIONAL TWO (2) YEAR TERMS. IN THE EVENT THE STATE DECIDES TO EXTEND THE TERM OF THE CONTRACT, THE STATE SHALL PROVIDE CONTRACTOR WITH NOTICE OF ITS INTENT TO EXTEND THE TERM AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE EXPIRATION OF THE THEN CURRENT TERM.

UPON THE TERMINATION OR EXPIRATION OF THIS CONTRACT, ALL FUEL CARD AGREEMENTS CONTRACTOR HAS EXECUTED WITH EACH USER SHALL ALSO TERMINATE.

CONTRACTOR'S COMPRESSION FEE: \$0.63/GGE

END OF ITEM LIST

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_

  
BUYER AUTHORIZED DESIGNEE

DATE: August 17, 2012

## Compressed Natural Gas Supply BWI-CNG Fueling Facility CONTRACT

THIS COMPRESSED NATURAL GAS SUPPLY BWI-CNG FUELING FACILITY CONTRACT ("Contract") is made this 16 day of August, 2012 ("Effective Date") by and between Clean Energy (d/b/a Clean Energy Corp.) and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF GENERAL SERVICES, PROCUREMENT & LOGISTICS DIVISION.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

### 1. Definitions

Terms used in this Contract shall have the meanings provided below. In this Contract, the following words have the meanings indicated:

- 1.1 "Contractor" means Clean Energy (d/b/a Clean Energy Corp.) whose principal business address is 3020 Old Ranch Parkway, Suite 400, Seal Beach, California 90740.
- 1.2 "Department" means the Maryland Department of General Services.
- 1.3 "Procurement Officer" means Joseph Palechek or any other authorized individual designated by the Department to administer this contract.
- 1.4 "CNG" means Compressed Natural Gas.
- 1.5 "Fueling Station" means the BWI-CNG fueling facility located at 131 Aaronson Blvd., BWI Airport, Baltimore, Maryland 21240
- 1.6 "Gasoline Gallon Equivalent" means 124,800 BTU/gallon or 1.25 terms/gallon. Also referred to as GGE.
- 1.7 "Users" means the State, Federal, and Local Government agencies, and the Private Individuals/Non-Profit Organizations identified by the Department in Exhibit I, attached to this Contract and incorporated by reference into this Contract, as authorized to obtain CNG fuel at the Fueling Station under this Contract upon each User's execution of a Clean Energy Fuel Card Agreement.
- 1.8 "State" means the State of Maryland.

### 2. Contractor's Obligations

Commencing on the Effective Date of this Contract, Contractor shall sell Compressed Natural Gas (CNG) fuel to the Users, at the Fueling Station, upon each User's execution of a Clean Energy Fuel Card Agreement ("Fuel Card Agreement") substantially in the form of Exhibit II, attached to this Contract.

3. **Order of Precedence**

In the event of a conflict between provisions of this Contract and the Fuel Card Agreement, , the controlling provisions shall be, in the following order, those of:

- (1) This Contract; then
- (2) the Fuel Card Agreement (Exhibit II).

4. **Department's Obligations**

Department will schedule User attendance at training sessions provided by CE.

5. **Compressed Natural Gas**

Clean Energy shall supply Compressed Natural Gas (CNG) to the Users through the Fueling Station. The Contractor shall supply CNG Fuel compliant with all applicable federal, state and local laws.

5.1. **Preferential Rate**

On a monthly basis, and no later than the 10th of each month, the Contractor shall bill the Users for all GGEs of CNG sold to each User during the previous calendar month. Contractor shall provide the Users with the Preferential Rate, as defined below, for their purchases of CNG from the Fueling Station.

The monthly CNG price per GGE shall be determined by the following formula:

*The Indexed Price per GGE (as defined below) + the Compression Fee per GGE (as defined below) + all applicable federal, state and local taxes per GGE = CNG Price per GGE ("Preferential Rate")*

5.2 **Indexed Price**

The "Indexed Price" per GGE is equal to the monthly Delivered Cost of Gas ("DCOG") per Million British Thermal Units ("MMBTU") divided by 8. There are eight (8) gallons per MMBTU.

The "DCOG" is equal to the sum of the NYMEX Henry Hub Index plus all costs incurred by the Contractor to deliver the gas to the Fueling Station including, but not limited to, transportation charges, utility charges, and all other associated charges and fees per MMBTU.

5.3 **Contractor Compression Fee**

The Contractor Compression Fee is equal to \$0.63/GGE.

Beginning January 1, 2013 and on each January 1<sup>st</sup> thereafter during the term of this Contract, including any renewals, the Compression Fee per GGE of CNG charged by Contractor shall be increased by the change in the United States Bureau of Labor Statistics Consumer Price Index All Items, for All Urban Consumers, Washington-Baltimore

Consumer Price Index from the Effective Date of this Agreement for the first such adjustment, or the date of the last adjustment for each subsequent adjustment, through the date of the current adjustment.

6. **Monthly Invoicing**

The Contractor shall invoice, on a monthly basis, the appropriate participating Users (state, federal, local government agencies and private individuals/nonprofit organizations), whose vehicles obtained CNG fuel through the Fueling Station.

Each invoice sent by Contractor to a User will also be forwarded by the Contractor directly to the Department for its records. The invoices shall be made available electronically to the Users and the Department Contract Administrator if requested by the Department in writing.

7. **Training**

The Contractor shall provide scheduled training programs to educate all Users in the procedures for safe and efficient use of the Fueling Station, including without limitation, procedures for fuel card use, safe vehicle fueling, trouble shooting and emergency procedures.

8. **State Agrees**

The State and its Users agree to purchase CNG fuel from the Fueling Station to the extent that CNG is required by a User. For the avoidance of doubt, neither the Department nor any User will be required to purchase a minimum amount of CNG under this Contract or any Fuel Card Agreement.

9. **Term**

Unless terminated earlier as provided in this Contract, this Contract shall be effective for a period of five (5) years, beginning on August 20, 2012 and ending on August 19, 2017.

The State, in its sole discretion, shall have the right to extend the Contract term, described above, for up to three (3) additional two (2) year terms. In the event the State decides to extend the term of the Contract, the State shall provide Contractor with notice of its intent to extend the term at least thirty (30) calendar days prior to the expiration of the then current term.

Upon the termination or expiration of this Contract, all Fuel Card Agreements Contractor has executed with each User shall also terminate.

10. **Consideration and Payment**

10.1 Each invoice shall reflect the Contractor's federal tax identification number, which is 35-4603747.

10.2 Each invoice shall contain the Contract Number (Blanket Purchase Order Number-BPO #) 001B3400117; and shall be sent to the applicable User with a copy to the Department.

11. **Specifications**

All materials, equipment, supplies or services provided under this Contract by Contractor shall conform to federal and State laws and regulations.

12. **Tax Exemption**

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. Exemption certificates shall be provided by the State. Where a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland Sales Tax and the exemption does not apply. For the avoidance of doubt, this Contract does not require the Contractor to furnish and install material for the construction or improvement of real property.

13. **Non-Hiring of Employees**

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract. Notwithstanding the foregoing, Contractor will not be entering into a subcontract with a subcontractor for its fulfillment of this Contract.

14. **Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

15. **Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; and (b) to post, and cause subcontractors to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. Notwithstanding the foregoing, Contractor will not be entering into a subcontract with a subcontractor for its fulfillment of this Contract.

16. **Intentionally Omitted.**

17. **Registration**

Pursuant to §7-201 et seq. Of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St., Baltimore, Maryland 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

18. **Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

19. **State's Termination for Convenience**

Upon written notice to the Contractor, the State may terminate this Contract, in whole or in part whenever the State shall determine that such termination is in the best interest of the State. Termination under this Section shall be governed by the provisions of COMAR 21.07.01.12A(2).

20. **State's Termination For Default**

The State may terminate this Contract for Contractor's default in accordance with COMAR 21.07.01.11B and such termination shall be governed by the provisions of COMAR 21.07.01.11B.

21. **Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently.

Notwithstanding the foregoing, in the event Contractor is prevented from performing its duties and obligations under this Contract by circumstances which are beyond its control, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers (a "Force Majeure" event), the Contractor shall be excused from performance hereunder for the period of such disability. Contractor shall promptly notify the Department when it learns of the existence of a Force Majeure event and shall similarly notify the Department when the Force Majeure event has terminated.

22. **Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

23. **Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of

Maryland certain specified information to include disclosure of beneficial ownership of the business.

24. **Political Contribution Disclosure**

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into, during any 12 month period, one or more contracts, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before a sale, purchase or execution of a contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding 24 months; and (2) if the contribution is made after sale, purchase or the execution of a contract, then twice a year, throughout the contract term: (a) within 5 days after the end of the 6-month period ending January 31; and (b) within 5 days after the end of the 6-month period ending July 31.

The Parties understand that the provisions of Md. Code Ann., Sections 14-101 through 14-108 apply to contributions to candidates of Maryland state and local elections.

25. **Retention of Records**

The Contractor shall retain and maintain all records and documents directly relating to this Contract for three years after expiration or termination of this Contract or any applicable statute of limitations, whichever is longer, and shall make them available at the Contract's headquarters, at reasonable times upon reasonable advance notice, for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at the State's sole cost. All records directly related to the Contract are to be retained for the entire time provided under this section.

26. **EPA Compliance.**

Materials, supplies, equipment, or other services supplied by Contractor under this Contract shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

27. **Occupational Safety And Health Act (OSHA)**

All materials, supplies, equipment or services supplied by Contractor as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

28. **Multi-Year Contracts**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall terminate upon written notice by the State to the Contractor. The Contractor may not recover anticipatory profits or costs incurred after termination but shall be paid for all CNG purchased by the Users prior to the effective date of termination and



such termination shall be governed by Section 19 of this Contract, State's Termination for Convenience.

29. **Intellectual Property**

Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of the Contractor supplied CNG under this Contract.

30. **Pre-Existing Regulations**

The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

31. **Indemnification**

The State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operations of this Contract. However, the State shall be liable for any damage or loss which Contractor may incur based on a negligent act or omission, or the willful misconduct, of the State, its employees, agents, or contractors, consistent with Md. Code Ann., State Gov't, Section 12-101 et seq.

32. **Intentionally Omitted.**

33. **Drug And Alcohol Free Workplace.**

The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the Contractor shall remain in compliance throughout the term of this Contract.

34. **Compliance with Laws**

The Contractor hereby represents and warrants that:

- 34.1. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 34.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 34.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 34.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

35. **Non-Discrimination**

- 35.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19

of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 35.2 As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under State Finance and Procurement Article, Title 19, Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

36. Administrative

Notices: All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Kathryn Wilson  
301 W. Preston Street, Rm. 1009A  
Baltimore MD 21201

If to the Contractor:

Clean Energy  
Attn: Peter Grace  
3020 Old Ranch Parkway, Suite 400  
Seal Beach, CA 90740

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CLEAN ENERGY (d/b/a CLEAN ENERGY CORP.)

By: James N. Hanger

8/16/2012

Date

Witness: Michelle Body

Luc

MARYLAND DEPARTMENT OF GENERAL SERVICES

By: Joe Volle

8/16/2012

Date

Witness: Michelle Truitt

Approved for form and legal sufficiency this 16<sup>th</sup> day of August, 2012

Joe O. ...  
Assistant Attorney General

## **EXHIBIT I**

### **The Users**

- Charles H. Hickey School
- Cummins Power Systems
- Department of Natural Resources – Office of the Secretary
- Department of Public Safety and Correctional Services - Division of Pre-Trial and Detention
- Executive Department – Governor's Office
- Jessup Correctional Institute (MHC Annex)
- Maryland Department of the Environment
- Maryland Department of General Services
- Maryland Department of Health and Mental Hygiene – AIDS Administration
- Maryland Department of Health and Mental Hygiene – IDEAH
- Maryland Department of Health and Mental Hygiene – Deputy Secretary for Operations
- Maryland Department of Health and Mental Hygiene – Deputy Secretary – P, F and Reg.
- Maryland Department of Human Resources
- Maryland Department of Human Resources – Department of Social Services, Baltimore City
- Maryland Department of Juvenile Services
- Maryland Department of Labor Licensing and Regulation
- Maryland Department of Transportation – Mass Transit Administration
- Maryland Department of Transportation – Maryland Aviation Administration
- Maryland Department of Transportation – Office of Administrative Services
- Maryland Department of Transportation – State Highway Administration, Environmental Design
- Maryland Department of Transportation – State Highway Administration, Facilities Maintenance
- Maryland Department of Transportation – State Highway Administration, Project Planning
- Maryland Environmental Services
- Maryland Military Department
- Maryland Office of Aging
- Maryland Office of Planning
- Metropolitan Transition Center
- Morgan State University
- Thomas J. S. Waxter Children's Center
- UMBC – Residential Life
- University of Maryland – Baltimore County

**EXHIBIT II**  
**FUEL CARD AGREEMENT**

(see attached)



Please mail or fax application to  
Customer Service at:  
3020 Old Ranch Parkway, Suite 400,  
Seal Beach, CA 90740  
Fax: (562) 493-4532  
Call: (562) 493-2804

## Monthly Credit Application

This Application consists of two pages. Both Pages must be signed and returned to CLEAN ENERGY to process your application.

### STEP 1. Please print all information clearly.

Business Name and/or Group Affiliation:

Tax ID No. (if applicable):

Customer First Name:

Middle Initial:

Last Name:

Street Address:

City:

State:

Zip:

Billing Address (if different from Street address) (NO PO BOXES)

City:

State:

Zip:

Account contact:

Phone Number: ( )

Fax Phone: ( )

### STEP 2. Ownership and Credit References.

Company Ownership:

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Government ☐ Non Profit

Tax Exempt?: ☐ NO ☐ Yes Tax Exempt Status: (must supply exemption certificates for all boxes checked) ☐

Federal ☐ State ☐ County ☐ Municipal ☐ School ☐ 501C Decal State: \_\_\_\_\_ Expiration date: \_\_\_\_\_

Type of Business:

Years in Business:

**Credit References (attach additional sheets if necessary)**

Creditor

Address

Account Number

Telephone Number

### Step 3. Additional Information.

How many natural gas vehicles will you be operating? \_\_\_\_\_ Total Estimated Usage \_\_\_\_\_/DGE per mo.

Make & Model of Truck(s) \_\_\_\_\_

Fuel type: ☐ CNG ☐ LNG ☐ LNG Spark Ignited ☐ LNG Compression Ignited ☐ LNG Diesel

What is the Maximum Gallon Capacity of your Vehicle? \_\_\_\_\_ Number of fueling cards requested: \_\_\_\_\_

Would you like a name or vehicle ID assigned to each card? ☐ Yes ☐ No If yes, please list on separate paper

Would you like a driver ID prompt? ☐ Yes ☐ No Would you like an Odometer Prompt? ☐ Yes ☐ No

What unit of measure would you like to be billed in ☐ DGE ☐ GGE

### Step 4. Authorization.

I have reviewed the information provided by Applicant on this application, and certify that the information is complete, true and correct and that any other financial information Applicant gives is true and correct. Applicant authorizes Clean Energy to investigate the references, statements and other information for the purposes of credit evaluation, renewals or extensions of credit, and for the purpose of taking collection action on any extension of credit.

The undersigned hereby certifies that he or she is duly authorized to sign this application on behalf of Applicant and that the Applicant hereby agrees to the terms and conditions stated in this application.

Signature:

Date:

#### For Office Use Only

Customer Account #:

Card #s (attach list if necessary)

Accounting Approval:

Credit Rating/Score:

Marketing Approval:

Credit Limit:

Accounting Disapproval:

Score/Reason:

Fuel Training Completed by:

Date card(s) issued)

## Terms and Conditions

By signing the attached fueling application ("Application") requesting a credit card ("Card") and a line of credit from CLEAN ENERGY ("Issuer"), the Applicant/Cardholder agrees as follows:

**Credit Check:** Issuer will perform a credit review of Cardholder's credit history, including but not limited to, requesting and reviewing credit reports from various credit reporting agencies. Based on this review, Issuer may or may not extend to the Applicant a line of credit granting fueling privileges at CLEAN ENERGY owned or operated fueling stations.

**Use:** Cardholder is responsible for all credit extended by Issuer in connection with the card, regardless of the credit limits or the party using the Card. Cardholder may only use the card to purchase natural gas from CLEAN ENERGY Natural Gas Stations at the price posted at such stations. Furthermore, Cardholder agrees that the rights set forth herein and the credit extended hereunder shall only be used for business and commercial purposes and not the personal, family or household use.

**Credit Limit:** Cardholder shall have a total credit limit which will be determined after the review of the credit information. The total amount of credit extended to Cardholder and the charges permitted to be assessed to Cardholder under this Agreement must not exceed the credit limit. The credit limit may change by the Agreement of the Issuer and the Cardholder. In the event that Cardholder requests an extension of credit that will result in the total balance being more than the credit limit, Issuer may (a) honor the request and permanently raise the credit limit, (b) honor the request but not permanently raise the credit limit, (c) honor the request and regard the amount of the extension of credit as immediately due; or (d) refuse to honor the request.

**Billing:** Issuer will send Cardholder a monthly statement ("statement") when there is activity on the account. The statement is the bill. Each statement shall be conclusively deemed correct and accepted by Cardholder unless Issuer is notified in writing within 60 days from the date the statement is mailed to Cardholder. Cardholder is obligated to pay for all purchases and charges made on the Card. Cardholder is also responsible for notifying Issuer of any changes in address.

**Balance:** To determine the new balance on the statement, the outstanding balance at the beginning of the billing period is calculated, and new purchases are added and payments and credits that have been received are subtracted. At this time, other associated fees are also added.

**Payment:** Cardholder will pay Issuer at the place indicated on the statement all credit obligations under this agreement. Cardholder must pay the full amount shown on each statement.

**Late Payment Charge:** A late payment charge will be added if the balance is not paid-in-full on or before the payment due date. When there is an outstanding balance subject to a late charge, the late charge will be computed by applying a periodic rate of 1.50% per month (Annual Percentage Rate: 18%) or the maximum rate allowed by law to the balance. Issuer may use a collection agency and Cardholder agrees to pay collection agency fees which Issuer may incur to collection payment.

**Payment Due Date:** The payment due date is the date the payment is due at the indicated remittance business address. If full payment of the new balance is not received by the payment due date, Issuer reserves the right to suspend Cardholder's charging privileges until Full payment of the new balance is received. THE NEW BALANCE IS TO BE PAID-IN-FULL BY THE PAYMENT DUE DATE.

**Termination of Agreement:** Issuer or Cardholder may terminate this agreement at anytime.

**Grace Period:** Each payment must be made within 10 days after the statement.

**Cardholder's Duties:** Cardholder will promptly notify Issuer if the Card is lost or stolen. The Card is property of the Issuer, and the Cardholder will surrender the Card on demand. Issuer may revoke or repossess the Card at any time. Cardholder will not use the Card to obtain credit in excess of Cardholder's credit limits.

**Default:** Any of the following events shall constitute default under this Agreement and require the immediate payment of all amounts due under this Agreement.

- Cardholder's failure to make any payment by the due date under this Agreement;
- The total balance due under this Agreement exceeds the credit limit;
- Cardholder's failure to comply with any other term of this Agreement;
- Cardholder becomes the subject of bankruptcy or insolvency proceedings; or,
- Cardholder dissolves or ceases to exist.

In the event of a default, at Issuer's option, the full amount owing by Cardholder shall become immediately due and payable. Cardholder agrees to pay all reasonable costs of collecting the amount due, including court cost and attorney's fees to the extent permitted by law. If Cardholder defaults under this Agreement, upon payment of all unpaid balances due Issuer, Cardholder may request that their account be reinstated and fueling privileges at CLEAN ENERGY owned or operated stations returned. Issuer reserves the right to reject such a request by Cardholder, however, if such a request is granted by Issuer, a \$25.00 per card reactivation fee shall apply and become immediately due by Cardholder.

**Increase in Credit:** Issuer will request that credit reporting agencies provide credit history reports regarding Cardholder in connection with any extension of renewal of credit. After written request by Cardholder, Issuer will provide Cardholder with the names and addresses of all credit reporting agencies who provide credit history reports

Effective August 14, 2012

to Issuer in connection with any extension or renewal of credit to Cardholder. All transactions under this Agreement, including the amount of credit extended, the balance outstanding at any time, and any failure to comply with the terms of this Agreement may be reported to credit reporting agencies.

**Amendments:** The terms of this Agreement may be amended by Issuer at any time by providing notice to Cardholder at Cardholder's last known address in writing at least thirty (30) days before the date on which the amendment becomes effective. Any amendment will not require the written consent of Cardholder. In the event that the Cardholder does not agree to the amendment, Cardholder will notify Issuer in writing, return the Card to Issuer, and pay the balance under the terms of the Agreement prior to the amendment.

**Assignment:** Cardholder will not assign or transfer the Card without the prior written consent of Issuer. Issuer may assign all or a part of this Agreement or Cardholder debts, in its sole discretion, without prior notice.

**Governing Law:** This Agreement and any transactions under the Agreement shall be governed by the laws of the state of California.

**Entire Agreement:** This Agreement is the entire Agreement between Issuer and Cardholder regarding the extension of credit from Issuer to Cardholder and supersedes all prior Agreements between Issuer and Cardholder.

**Release and Indemnity:** You hereby release CLEAN ENERGY from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use of performance of Card. You agree to indemnify, protect and hold harmless CLEAN ENERGY and its agents from all liability for any loss, damage or injury to persons or property arising from or related to the Card.

**Charges for Damages:** In the event of station damage such as a drive-away whereby, the fueling hose is forcibly removed because the hose was not disconnected from the vehicle, and the cardholder is determined to be responsible, CLEAN ENERGY may charge the cardholder up to \$1500.00 per occurrence for damages.

**Unauthorized Use:** Cardholder must pay for charges made by Cardholder or by anyone authorized by Cardholder to use the subject account. Cardholder will not be responsible for unauthorized use of the card which occurs after you notify Issuer orally or by writing to the following address: CLEAN ENERGY, 3020 Old Ranch Parkway, Suite 400, Seal Beach, CA, 90740, (562) 493-2804. Unless otherwise agreed in accordance with applicable law, liability for unauthorized use shall not exceed \$50.00 (except accounts with 10 or more cards).

**Number of Cards:** If you request and receive 10 or more cards from Issuer, you also agree to be responsible for all unauthorized use of the cards not withstanding the language set forth above.

I have read the above Terms and Conditions of this Agreement and accept and consent to the terms and conditions stated.

Signature

Date

Printed Name and Title

**Exhibit III  
AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the (title) Chief Marketing Officer and the duly authorized representative of (business) Clean Energy (d/b/a Clean Energy Corp.) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

1. The business named above is a (domestic       ) (foreign ✓) corporation registered in accordance with the Corporation and Association Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:  
The Corporation Trust Incorporated  
351 West Camden Street  
Baltimore, Maryland 21201
2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):



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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):  

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#### E. AFFIRMATION REGARDING DEBARMENT

##### I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the

business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 8/16/12 By:   
(Authorized Representative and Affiant)

llc